

EXHIBIT 1

From: Peter Haley <Peter.Haley@nelsonmullins.com>
Sent: Friday, September 23, 2016 12:30 PM
To: Grygiel, Michael J. (Shld-ALB-LT)
Subject: RE: Alharbi v. Beck - Confidential Settlement Agreement

Mike

I am writing in response to your letter of September 22, 2016. Your clients heavily negotiated the terms of the Settlement Agreement, including the form and type of tax information that would be provided, the receipt of which was acknowledged in the agreement itself. The amount of [REDACTED] is due to be wired to the account provided for in the agreement no later than September 27, 2016.

The failure to pay that amounts in its entirety on or before that day will constitute a breach of the agreement.

The Plaintiff will enforce his rights accordingly, if your clients fail to make the payment that is due.

PJH

Peter J. Haley | Nelson Mullins Riley & Scarborough LLP
Managing Partner- Boston
(c) peter.haley@nelsonmullins.com | (p) 617.573.4714 | (f) 617.573.4750

From: bicer@gtlaw.com [<mailto:bicer@gtlaw.com>]
Sent: Thursday, September 22, 2016 4:36 PM
To: Peter Haley
Cc: grygielm@gtlaw.com
Subject: Alharbi v. Beck - Confidential Settlement Agreement

Please find attached correspondence concerning the above.

Rebecca S. Bice
Administrative Assistant
Greenberg Traurig, LLP | 54 State Street | Albany, NY 12207
Tel 518.689.1423
bicer@gtlaw.com | www.gtlaw.com



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From: Peter Haley <Peter.Haley@nelsonmullins.com>
Sent: Friday, September 23, 2016 2:06 PM
To: Grygiel, Michael J. (Shld-ALB-LT)
Subject: RE: Alharbi v. Beck - Confidential Settlement Agreement

Mike

Your client will be in breach of the agreement if it does not pay the [REDACTED].

PJH

Peter J. Haley | Nelson Mullins Riley & Scarborough LLP Managing Partner- Boston
(e) peter.haley@nelsonmullins.com | (p) 617.573.4714 | (f) 617.573.4750

-----Original Message-----

From: grygielm@gtlaw.com [mailto:grygielm@gtlaw.com]
Sent: Friday, September 23, 2016 2:03 PM
To: Peter Haley
Subject: Re: Alharbi v. Beck - Confidential Settlement Agreement

Peter:

With all due respect, both parties "heavily negotiated" the terms and conditions of the Settlement Agreement. Your response below does not dispute, as set forth in my September 22 correspondence, that the Settlement Payment is subject to income tax as a matter of U.S. law.

As stated in my letter, Premiere will be making the Settlement Payment in the amount called for pursuant to the Agreement in full compliance with U.S. tax law requirements.

As stated in my letter, if you are willing to indemnify Premiere in the event your client does not pay his US income taxes, Premiere is willing to make the payment without the tax withholding required by law.

Mike

EXHIBIT 2

From: Grygiel, Michael J. (Shld-ALB-LT)
Sent: Tuesday, September 27, 2016 11:03 AM
To: 'Peter Haley'
Subject: RE: Alharbi v. Beck, et al. - Confidential Settlement Agreement

Peter:

Again, with all due respect, we have painstakingly detailed the legal reasons and authority in support of Premiere's compliance with the Agreement.

Mike

From: Peter Haley [<mailto:Peter.Haley@nelsonmullins.com>]
Sent: Tuesday, September 27, 2016 10:56 AM
To: Grygiel, Michael J. (Shld-ALB-LT)
Subject: RE: Alharbi v. Beck, et al. - Confidential Settlement Agreement

Mike

Your client will be in breach of the agreement if it does not pay the [REDACTED] to the Plaintiff by the close of business today. The agreement is without ambiguity and your client should abide by the agreement.

PJH

Peter J. Haley | Nelson Mullins Riley & Scarborough LLP
Managing Partner- Boston
(c) peter.haley@nelsonmullins.com | (p) 617-573-4714 | (f) 617-573-4750

From: bicer@gtlaw.com [<mailto:bicer@gtlaw.com>]
Sent: Tuesday, September 27, 2016 10:40 AM
To: Peter Haley
Cc: grygielm@gtlaw.com
Subject: Alharbi v. Beck, et al. - Confidential Settlement Agreement

Please find attached correspondence in the above-referenced matter. The hard copy will be sent via UPS for delivery tomorrow.

Thank you.

Rebecca S. Bice
Administrative Assistant
Greenberg Traurig, LLP | 54 State Street | Albany, NY 12207
Tel 518.689.1423
bicer@gtlaw.com | www.gtlaw.com



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EXHIBIT 3

From: Grygiel, Michael J. (Shld-ALB-LT)
Sent: Friday, October 07, 2016 2:27 PM
To: 'Peter Haley'
Subject: RE: Alharbi v. Beck et al

Peter:

Defendants do not assent to any motion to reopen and compel, as the Court's Settlement Order of Dismissal permits a reopening only where "the terms of the settlement agreement have not been performed and there is good cause for the non-performing party or parties to have failed to perform." [Dkt. No. 170] if you believe the settlement agreement has been breached, your client's remedy is to initiate a separate action for breach of contract. Further, for the reasons previously communicated, we submit that any such claim of breach is without basis in fact or law.

Defendants assent to the sealing of whatever you may file to the extent necessary to preserve the confidentiality required under the settlement agreement.

Mike

From: Peter Haley [<mailto:Peter.Haley@nelsonmullins.com>]
Sent: Friday, October 07, 2016 1:53 PM
To: Grygiel, Michael J. (Shld-ALB-LT)
Subject: Alharbi v. Beck et al

Mike

Using our prior correspondence and email traffic as a reliable indicia – I intend to advise the Court that the Defendants assent to the sealing of the motion to reopen and compel payment of the [REDACTED] and object to the underlying relief.

Please advise.

PJH

Peter J. Haley | Nelson Mullins Riley & Scarborough LLP
Managing Partner- Boston
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